

26 OCTOBER 2020

VEARSE FARM WORKING GROUP

REPORT OF THE TOWN CLERK

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### **1.0 Purpose of Report**

- 1.1 To consider draft terms of reference for the working group, and questions for the Town Council, developer(s) and Dorset Council.

### **2.0 Background**

- 2.1 Following an initial meeting of the working group and subsequent discussion at the last meeting of the Planning Committee, proposed terms of reference have been drafted for committee approval. These are as follows:

“To facilitate, through the active discussion and participation of the various local stakeholders, public engagement and communication, the next stages in the planning of the Vearse Farm development with particular focus on the design aspects and the delivery of the S106 obligations and benefits it affords for the residents of Bridport and its surrounding parishes.”

- 2.2 Committee also requested that Cllr Sarah Carney should redraft detailed questions for submission to Dorset Council and Hallam Land. Cllr Carney has submitted draft questions, and has asked that the Town Council also agrees a position on a number of matters pertinent to the questions.
- 2.3 The questions, and the matters for Town Council consideration are set out at Appendix 1.

### **3.0 Recommendation**

- 3.1 Members are asked to consider the proposed terms of reference and the questions, and agree any actions arising.

19 October 2020

Will Austin  
Town Clerk

## Questions and items for discussion

We welcome the opportunity to work closely with all parties/stakeholders involved in this development and the delivery of the reserved matters, design and masterplan, and benefits it affords for this town and its residents, and would like to facilitate coordination of all the parties/stakeholders via this working group as well as to help with public engagement and communication. We hope that through this process we will be able to help facilitate a smooth and seamless reserved matters planning approval process.

- 1) We are keen to be involved in the design and layout planning and with public engagement and communication about this.
- 2) The S106 agreement includes affordable commercial development for start-up businesses including:
  - Units to be of basic design with flexible configuration
  - Shared unites to provide co-work space with multiple occupiers of a single area.

The agreement states that the owners have no obligation to construct these — does this get handed over to our new CLT? Is there potential for the Raise the Roof project to be included here?

- 3) We are concerned about the clauses in the S106 agreement that state that if the affordable properties have not been despatched within three months of being made available the mortgagee, chargee or receiver shall be entitled to dispose of it at full market prices? Can we have assurances that this will not endanger the affordable housing elements of the development? How best can we facilitate this — through the CLT, Magna and/or other housing association(s)?
- 4) Not less than 70% of the affordable housing units shall be affordable rented units and not less than 30% of the affordable housing units shall be shared ownership units (see below). So, if the development comprises 760 units, 266 of these units will be 'affordable'. Of that 266, 186 will be for affordable rent and 80 will be for affordable sale. Off the 186 only 9 will be accessible and adaptable? Of the 80 for affordable sale, 24 will be shared ownership and 56 will be 80% of market rate.? GUARANTEES roundabout.
- 5) How does the shared ownership scheme work? With whom is the ownership shared? What are the risks for the residents? What is staircasing?
- 6) What does the following mean? 'The owner of a Shared Ownership Unit (in this context including the Chargee provided that the Chargee has first followed the procedure set down in para 2.12 of Schedule 3 has acquired the freehold of that Shared Ownership Unit by virtue of Staircasing where the Shared Ownership Lease so permits.' and what are the implications of: 'In the above events, then the owners shall be entitled to dispose of the shared ownership unit free from affordable housing restrictions (ie at market price) — and all future dispositions

of the Shared Ownership Unit shall likewise be free from the affordable housing restrictions'?

- 7) Archaeological investigations — There is no mention of any obligations — we understand there were significant findings in the exploratory dig — what is planned for looking further into this?
- 8) How will the biodiversity compensation payment be spent and on what?
- 9) How will the Bridport Leisure Centre payment be spent and will it affect DC's deficit funding going forward?
- 10) The S016 says a '60-unit care home which **may** be provided as part of the development' — does this mean it also may not — how will this be affected by the Building Better Lives project?
- 11) What exactly is the plot concerning the adjoining land and landowners? Is the development really limited to 760 houses, or will agreements with this landowners mean it will increase to 930? [See: 16.6 Not to commence development of any qualifying dwelling in excess of the total qualifying dwellings provided that if reserved matters approval(s) for more than the total qualifying dwellings is approved then no such qualifying dwellings in excess of the total qualifying dwellings may be commenced unless the education contribution applicable to such additional qualifying dwelling(s) has been paid to the Council prior to the commencement of development of such additional qualifying dwelling(s)]

### Questions for BTC

- 1) **Does BTC want to take on the ownership and management of open spaces?** — The owners can transfer management and maintenance of the open space, landscape areas, sports pitches, play areas and allotments to a management company (unless any such elements are transferred to the parish or town council) Details of the management company plan need to be submitted to Council for approval within 4 months of the commencement of the development. No dwelling can be occupied unless the management company plan has been approved by Council. There may be one or more management companies.
  - 2) **What will BTC's relationship be with the CLT?** eg formal, informal/cooperative, coordinating?
  - 3) **Who will facilitate the community-led commercial development start-up businesses and managing the co-work space — ? the CLT?**
  - 4) Affordable commercial development for start up businesses including:
    - Units to be of basic design with flexible configuration
    - Shared unites to provide co-work space with multiple occupiers of a single area.
- The owners have no obligation to construct these — **so who will, the CLT?**
- 5) **Does BTC need to ask for input into the Affordable Housing Scheme?**

**6) Does BTC want significant input into the Environment Landscaping Plan and to facilitate meaningful public involvement?**

**General questions**

- 1) Will the CLT be looking after all the affordable housing and industrial unit projects?
- 2) The affordable housing element must be occupied by local needs people as described in the Affordable Housing Scheme — what are these criteria?